REPORT SUMMARY

DEPOT DRIVE PUBLIC PRIVATE PARTNERSHIP
DEVELOPMENT AGREEMENT

SUMMARY
The proposed development agreement creates a public private partnership (P3) with Northern Builders, Inc. for the 50+ acres of village owned property located at Van Dyke Road and Wood Farm Road southerly adjacent to the new Pace Park n Ride facility. The intent of the P3 is to encourage new development on the property while partnering with the developer to construct a new Plainfield Emergency Management Agency facility.

ISSUES
- The Village Board desired to see the PEMA facility at 15,000 SF - the developer has responded with a 14,960 SF facility illustrated in the plans.
- The Board also desired the facility have the necessary safety in terms of a proper storm shelter – the developer responded with the inclusion of a storm shelter in the plans.

CONCLUSION/RECOMMENDATION
The proposed P3 development agreement will assist in achieving two goals: to provide an economically viable development opportunity to the 50+ acres that will assist in tax diversification and job creation while providing the Village with a new PEMA facility utilizing the subject property.

Village staff recommends the development agreement be approved as it is consistent with the direction of the Plainfield 2021 Strategic Plan and the Comprehensive Land Use Plan. Should the Board of Trustees concur, the following motion is offered for your consideration:

Development Agreement
I move we approve the Development Agreement between the Village of Plainfield and Northern Builders, Inc., regarding the Depot Drive Public-Private Partnership and to authorize the Village President to execute the Development Agreement and related documents.

Prepared by May 16, 2018
Jake Melrose, AICP, Economic Development Manager
TO: PRESIDENT COLLINS and BOARD OF TRUSTEES  
FROM: JAKE MELROSE, AICP, ECONOMIC DEVELOPMENT MANAGER  
DATE: MAY 21, 2018  
SUBJECT: REPORT TO THE BOARD OF TRUSTEES  
P3 DEVELOPMENT AGREEMENT  

REQUEST: Development Agreement  
LOCATION: P3/PEMA Site – Wood Farm Road/Van Dyke Road  
ZONING: R-1: Low Density, Single-Family Residence  
COMP. PLAN: Mixed Use  

DISCUSSION  
The Village of Plainfield is the property owner of 50+ acres southerly adjacent to the new Pace commuter lot located on Van Dyke Road/Wood Farm Road. In September of 2017, under the direction of the Village Board staff prepared and released a request for qualifications to identify a development group garnering interest to enter into a public-private partnership (P3) with the Village. The goal of the P3 was to attract development interest to the 50+ acres while also constructing a needed Plainfield Emergency Management Agency (PEMA) facility on the site.

The Village received two responses from very qualified development groups. Northern Builders of Schiller Park, IL was chosen as the preferred developer due to their experience and abilities as a developer to deliver the project. The attached Development Agreement (DA) has since been prepared with the Village working closely with Northern Builders to reflect the intent of the P3 and create an economically viable project.

DA SUMMARY  
Upon approval of the subject DA, Northern Builders (developer) will be responsible for the construction of the PEMA facility in exchange for the rights to develop the remaining acreage of the project site. The developer will be responsible for delivering certain items regarding the PEMA facility and the marketing of development area. The DA also establishes termination dates for the agreement with an extension mechanism.

PEMA Facility  
Northern Builders and Village staff have worked closely with representatives of PEMA to develop specifications for a facility that will provide the necessary space for the current and
future needs as the community continues to grow. Per the DA, Northern Builders will be responsible to meet a specific timeline delivering PEMA facility items. The developer will provide preliminary architectural drawings (30% complete) of the PEMA facility within 90 days from DA approval date. The village will own the rights to these plans no matter if the DA is not extended per below. Once five (5) net/buildable acres have been acquired by the developer, the developer will be required to construct the PEMA facility. Within 90 days of the completed acquisition, the developer is responsible for delivering the final architectural drawings for Village review. Construction of the facility shall commence upon Village approval of the final plans with the facility delivered 12 months from the date of the plan approval.

The location of the facility is generally represented in Exhibit C – Village Property Concept Plan – which illustrates the proposed PEMA facility on the southern portion of the property fronting Wood Farm Road. From the April 21st Committee of the Whole meeting, the Board of Trustees expressed a desire to keep the building as close to 15,000 SF as possible to accommodate the growth of the community while also providing the necessary safety with the storm shelter. The facility will be 14,960 SF with 2,300 SF of office space and 12,660 SF of garage space consisting of a radio room and storm shelter. The cost other desired components – a generator and a radio tower – could be financially covered by asset forfeiture. Other details of the proposed facility include:

- Precast building with architectural reveals and insulation wall values of R-14.
- Garage ceiling clear height is 22 feet – office space 10 feet.
- Asphalt parking lot will be provided with 23 parking stalls.
- Four (4) 22’ x 14’ overhead exterior doors.
- Landscaping provided per Village code with appropriate irrigation.

Development & Acquisition

Per the DA, the Village will be required to rezone the subject property from the current zoning of R-1 residential to I-1 Office, Research, and Light Industrial District within 90 days of the agreement date. A special use permit for a planned unit development will also be reviewed to provide a flexible zoning incorporating uses from the B3 Highway Business District zoning as shown in Exhibit D – Additional Land Use Regulation.

The Village will retain ownership of the subject project area until the developer has recruited a development opportunity. At that time of a signed lease or contract to construct a building, the developer is required to notify the Village of the project’s scope and location on the site. A final plat will be submitted and the Village shall take action on the plat within 60 days of submittal. Concurrently, the Village shall prepare a special warranty deed for the specified property to transfer ownership to the developer.

Agreement Termination, Extension, and Expiration

The agreement provides an 18-month due diligence period that allows the developer an opportunity to complete all necessary preliminary engineering work, as well as the allowance to market the site utilizing broker representation.
If at the end of this 18-month period, the developer has not identified any potential development opportunities they may terminate the agreement. If the developer wishes, they may request an extension at this 18-month marker which will require Village Board approval. Once the development agreement moves forward beyond these milestones, the DA will be binding for its full 10-year term.

CONCLUSION/RECOMMENDATION

The proposed P3 development agreement will assist in achieving two goals: to provide an economically viable development opportunity to the 50+ acres that will assist in tax diversification and job creation while providing the Village with a new PEMA facility utilizing the subject property.

Village staff recommends the development agreement be approved as it is consistent with the direction of the Plainfield 2021 Strategic Plan and the Comprehensive Land Use Plan. Should the Board of Trustees concur, the following motion is offered for your consideration:

Development Agreement

I move we approve the Development Agreement between the Village of Plainfield and Northern Builders, Inc., regarding the Depot Drive Public-Private Partnership and to authorize the Village President to execute the Development Agreement and related documents.
DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the “Agreement”), is made and entered into this ________day of _______________ 2018, A.D., by and among the VILLAGE OF
PLAINFIELD, a home rule Illinois Municipal Corporation (hereinafter sometimes referred to as “Village” or “Plainfield”), and Northern Builders, Inc. as contractor and Plainfield Northern, LLC (hereinafter referred to jointly as “Developer”). The Village and Developer may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Village is the owner of a parcel of real estate located on Wood Farm Road and Van Dyke Road within the corporate limits of the Village (the “Village Property”), legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Village desires to have Developer develop a portion of the Village Property with a new facility for the Plainfield Emergency Management Agency (the “PEMA Facility”), and to see the balance of the Village Property placed into economically productive use that would contribute to the economic development of the Village, all upon and subject to the terms and provisions of this Agreement as more fully hereinafter set forth; and

WHEREAS, Developer is a real estate developer and construction contractor engaged in the development of business parks and industrial buildings, with the expertise necessary to construct the PEMA Facility, and to develop the balance of the Village Property with commercial/industrial buildings that would contribute to the economic development of the Village; and

WHEREAS, Developer is willing to develop a portion of the Village Property with the PEMA Facility in exchange for the ability to acquire the balance of the Village Property and develop the same with business/industrial buildings that would contribute to the economic development of the Village, all upon and subject to the terms and provisions of this Agreement as more fully hereinafter set forth; and
WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance, the Village and Developer desire to enter into this Agreement in order to regulate certain matters pertaining to the development of the Subject Property in the manner and upon the terms and conditions contained in this Agreement; and

WHEREAS, the Village enters into this Development Agreement with Developer in the exercise of its authority as a home rule municipal corporation pursuant to Article VII, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the Village acknowledges that this executed Development Agreement will facilitate the orderly growth, planning and economic development of the Village.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Developer and Village hereby agree as follows:

SECTION ONE: Incorporation of Preambles The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement. Developer and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. The parties represent that they have full authority to enter into this Agreement pursuant to law.

SECTION TWO: PEMA Facility

A. General PEMA Facility Parameters. The PEMA Facility shall consist of a building of approximately 15,000 square feet, located on a portion of the Village Property consisting of approximately 1.27 acres (the “PEMA Facility Site”). The development of the PEMA Site shall proceed in accordance with the Outline Specification for PEMA Facility prepared by Developer dated as of May 15, 2018, a copy of which is attached hereto and incorporated herein by reference as Exhibit B, and with the applicable ordinances of the Village.

B. PEMA Facility Site. The approximate location of the PEMA Facility Site within the Village Property shall be as depicted on the Village Property Concept Plan, a copy of which is
attached hereto and incorporated herein by reference as Exhibit C. The parties agree that the Village Concept Plan as it relates the PEMA facility is subject to minor revision based on the actual requirements for the first site development of the Village Property, provided that such revision does not materially alter the development concept and intent reflected therein. The parties also acknowledge that Developer may submit a further and more substantially revised concept plan pursuant to Section 3.D.5 of this Agreement. The parties acknowledge that while the final location of the PEMA Facility Site will be subject to the Village’s review of Developer’s further submittals, it is the intention of the parties to locate the PEMA Facility Site toward the southern boundary of the Village Property, adjacent to the contemplated future detention areas and the existing floodplain areas depicted on the Village Property Concept Plan.

C. PEMA Facility Construction. To facilitate the ultimate timely construction of the PEMA Facility, Developer shall, within 90 days after the date of this Agreement (as the same is defined in Section 5.H.1. of this Agreement), submit to the Village architectural drawings for the development of the PEMA Facility that are 30 percent complete, which drawings shall include a site plan, building elevations, and an interior floor plan for the PEMA Facility. Thereafter, the Developer shall become obligated to construct the PEMA Facility on the PEMA Facility Site at no cost or expense to the Village (except as otherwise set forth below in Section 2.C.2. of this Agreement) at such time as Developer has acquired not less than 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property, as contemplated by Section 3.D. of this Agreement. In the event that Developer shall not have acquired 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within the first 18 months after the date of this Agreement (or within any extension thereof duly approved by the corporate authorities of the Village pursuant to this Agreement), Developer shall not be obligated to construct the PEMA Facility. In any event, Village shall retain and be the owner of all of Developer’s submittals for the PEMA Facility, and upon Developer’s preparation of the 30 percent completed architectural drawings, Developer shall deliver to the Village two full 24 inch by 36 inch plan sets, and all digital files of such plans, within 90 days after the date of this Agreement. In that the Developer shall not become obligated to construct the PEMA Facility under this Agreement, Village shall have no obligation to reimburse Developer for any of its costs incurred pursuant to this Agreement,
including but not limited to the costs of the submittals to be retained and owned by the Village under this Section 2.C.

1. **Further Submittals; Construction Timetable.** Within 90 days of the date on which Developer completes its acquisition of at least 5.00 buildable acres of the Village Property, subject to Unavoidable Delays, Developer shall submit to Village for its review and approval a fully complete set of architectural drawings for the PEMA Facility, together with an application for a building permit for the PEMA Facility and all other applications and submittals required under the ordinances of the Village to permit construction of the PEMA Facility. Upon the completion of the Village’s review process and the Village’s approval of Developer’s architectural drawings, building permit application and other required development submittals, Developer shall thereafter commence the construction of the PEMA Facility and shall complete the same within 12 months from the date on which the Village issues its approval of Developer’s submittals for the construction of the PEMA Facility. Upon completion of the PEMA Facility as evidenced by the Village’s issuance of a certificate of occupancy, Village shall take ownership of the PEMA Facility, free and clear of any and all liens or claims of liens from Developer or its subcontractors.

2. **Change Orders; Modifications to Approved PEMA Facility Submittals.** Village shall retain the right to modify or require modification of Developer’s PEMA Facility submittals at any time after its initial approval thereof, and all such modifications shall be memorialized by Developer’s preparation of an appropriate revised submittal, the Village’s approval of the same, and the parties’ execution of a change order reflecting the same. In the event that the modification of any PEMA Facility submittal as contemplated herein results in an increase in Developer’s cost to construct the PEMA Facility, the Village shall be responsible for and pay the net additional cost incurred by Developer (after deduction of all credits owed to the Village as hereinafter set forth in this Section 2.C.2) as a result of any change in the Scope of Work as set forth in the Outline Specifications, together with an additional 10 percent fee to reimburse Developer’s additional costs for construction administration, general conditions and insurance. In the event that the modification of any PEMA Facility submittal as contemplated herein results in a decrease in Developer’s cost to construct the PEMA Facility, the Village shall be entitled to a credit in the amount of the reduction in Developer’s cost as a result of any change in the Scope of Work as set forth in the Outline Specification to construct the PEMA Facility.
together with an additional 6 percent credit reflecting Developer’s reduced costs of construction administration and insurance. Village shall be entitled to use this credit to offset its obligations under this Section 2.C.2 to Developer to pay for increases in the Developer’s cost of the construction of the PEMA Facility resulting from any PEMA Facility submittal modification as hereinabove contemplated, but shall not otherwise have the right to receive payment from Developer with respect to this credit.

SECTION THREE: Village Property Development and Acquisition Process

A. Developer’s Due Diligence Activities. During the 18 months from and after the date of this Agreement, Developer shall have the right to conduct such due diligence activities concerning the Village Property and its suitability for Developer’s potential development purposes as it deems necessary, all at Developer’s sole cost and expense; without otherwise limiting the generality of the foregoing, in the event that Developer shall become obligated to construct the PEMA Facility pursuant to Section 2.C. of this Agreement, Developer shall be responsible at its cost and expense to perform such due diligence as it deems necessary to its successful construction of the PEMA Facility hereunder and as may be required by Village ordinances. Village shall provide Developer with all reasonable access to the Village Property necessary to Developer’s due diligence activities, and upon request from the Developer, shall provide to the Developer copies of any nonprivileged documents including title commitments, surveys, etc., in its possession concerning the Village Property deemed by Developer to be relevant to its due diligence inquires. Developer shall be obligated to restore and repair and damage to the Village Property resulting from its due diligence activities, and the conduct of its due diligence activities on the Village Property shall expressly be subject to the indemnification and insurance requirements set forth in Sections 5.I. and 5.J. of this Agreement.

B. Developer’s Marketing Activities. During the 18 months from and after the date of this Agreement, Developer shall have the right at its cost and expense to market the Village Property and hire broker representation (exclusive of the PEMA Facility Site, the PACE Park and Ride Facility, Persons Parkway, and Depot Drive and the right of way therefor) to prospective tenants or purchasers of buildings as a site available to be developed by the Developer with buildings suitable for such prospective tenants or purchasers. Developer shall present a summary marketing report to the Village on a quarterly basis, which report shall
describe the efforts made by the Developer during the preceding quarter to market the Village Property to prospective tenants and purchasers, and which shall include at least the following categories of information: identification of prospective tenants or owners seeking development of buildings or facilities capable of being developed within the Village Property, identification of transactions involving the development of sites with buildings comparable to those contemplated to be developed pursuant to this Agreement and outlining specific marketing activities undertaken by Developer with respect to the Village Property. While Developer shall be obligated to use its best efforts to present the Village with the summary marketing report in a timely manner, its failure to present the report on a timely quarterly basis during the 18 month period herein described shall not be deemed to constitute a default by the Developer under this Agreement.

C. Village’s Rezoning of the Village Property. Village agrees that within 90 days of the date of this Agreement, it intends to take such actions as may be necessary to classify the Village Property into the Village’s I-1 Zoning District, together with such actions as are necessary to approve a Planned Development for the Village Property, the substance of which shall be to permit the development of the Village Property with certain additional uses permitted within the B-3 and I-2 Zoning Districts, and to prohibit the development of the Village Property with certain I-1 uses notwithstanding the underlying I-1 Zoning District classification contemplated herein for the Village Property, all as more specifically set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by reference. Developer and Village acknowledge that notwithstanding the approval of a Planned Development as contemplated herein to provide for the granting of the specified additional B-3 and I-2 uses and the prohibition of the identified I-1 uses, the Village reserves the right to require Developer’s potential development of all or any portion of the Village Property to proceed as a Planned Development which will be promptly reviewed and approved by the Village in accordance with its ordinances.

D. Subdivision of the Village Property; Developer’s Phased Acquisition of the Village Property. Developer shall, within 90 days of the date of this Agreement, submit to the Village an application for the approval of a preliminary plat of subdivision for the Village Property, generally consistent with the Village Property Concept Plan, together with all supporting documentation and submittals required in connection therewith under the ordinances of the Village, and provided that the same comply with the applicable ordinances of the Village and the
provisions of this Agreement, take such actions as are necessary to adopt legislation approving a preliminary plat of subdivision as referenced within such application within 30 days thereafter.

1. Developer’s Notice of Signed Commitment; Final Plat Approval. Thereafter, if Developer obtains a signed lease of a building or a signed contract to construct a building within the Village Property at any time within 18 months after the date of this Agreement, the Developer shall so notify the Village of the same in writing, and together with such notice shall transmit to the Village a description of the portion of the Village Property subject to such signed lease or contract sufficient to identify such portion of the Village Property together with a proposed final plat of subdivision for the Village Property that creates a lot containing such portion of the Village Property. Provided that such final plat of subdivision complies with the applicable ordinances of the Village and the provisions of this Agreement, the Village shall take such actions as are necessary to consider such final plat within 60 days thereafter.

2. Conveyances to Developer. Contemporaneously with the approval of any final plat contemplated by Section 3.D.1 of this Agreement, the Village shall likewise take such actions as may be necessary to prepare, approve and execute a special warranty deed conveying the relevant portion of the Village Property to the Developer, all at no cost or charge to the Developer. Such a deed shall be subject to any public easements or rights of way provided for or reserved on any such final plat. Developer acknowledges that in accepting conveyances of portions of the Village Property hereunder, it is relying solely on its own due diligence activities conducted under Section 3.A. of this Agreement and not on any warranties (other than those contained within the deed) or representations of the Village concerning the Village Property or its suitability for Developer’s potential development purposes. Village shall cooperate reasonably with Developer in connection with Developer’s efforts to obtain title insurance coverage for its acquisition of portions of the Village Property under this Agreement, but shall have no obligation to obtain such coverage for Developer or to pay the cost thereof.

3. Agreement Termination—18 Months. In the event that Developer shall not have acquired 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within the first 18 months after the date of this Agreement, and has not become obligated under this Agreement to construct the PEMA Facility, this Agreement shall terminate as of the date which is 18 months after the date of this
Agreement, but Developer shall, notwithstanding such termination or any contrary provision of this Agreement, and not later than 60 days after the date of such termination, be obligated to compensate the Village at a price of $1.37 per square foot for each square foot or fraction thereof of the Village Property so acquired for any portion of the Village Property acquired prior to such termination, which obligation shall be deemed to survive any termination of this Agreement. Notwithstanding the foregoing, the parties acknowledge that the Developer shall have the right, upon written notice to the Village not less than 60 days prior to the date which is 18 months from the date of the Agreement, to request an extension of the initial term of this Agreement for another 18 months from the date of this Agreement, all upon the same terms and conditions of this Agreement as were applicable to the initial 18 month term of this Agreement. The corporate authorities of the Village shall retain the right to approve or deny the request for such an extension at their discretion.

4. Agreement Termination—10 Years. In the event that the Developer shall have acquired title to 5.00 buildable acres or more (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within the first 18 months after the date of this Agreement or within any extension of such 18 month term requested by Developer and approved by the corporate authorities of the Village, the term of this Agreement shall be extended to that date which is 10 years from the date of this Agreement, and Developer shall thereafter have the right to acquire further portions of the Village Property in accordance with this Section 3.D. for the remaining term of this Agreement. This Agreement shall then terminate as of such date, except for such provisions of this Agreement as are expressly stated to survive such termination. At least 60 days prior to the expiration of the term of this Agreement as extended under this Section 3.D.4., Developer may elect on notice to the Village to acquire all or any portion of the Village Property then owned by Village (exclusive of the PEMA Facility Site, Persons Parkway or any portion of the Village Property improved with the PACE Park and Ride Facility or Depot Drive improvements), and the Village shall thereafter convey the same to the Developer pursuant to this Section 3.D., or alternatively may elect on notice to the Village to forgo the acquisition of any further portion of the Village Property. In the event that Developer shall not provide the Village with notice of either of such elections as of the expiration of the term of this Agreement as extended under this Section 3.D.4., Developer shall be deemed to have waived its rights to acquire any further portion of the Village Property pursuant to this
Agreement, and this Agreement shall terminate, except for such provisions thereof as are expressly stated to survive any termination of this Agreement. Notwithstanding any contrary provision of this Agreement, under no circumstances shall the Village have any obligation under this Agreement to convey to Developer the PEMA Facility Site, any portion of the Village Property improved with Persons Parkway (the Water Treatment Plant Access Road), any portion of the Village Property improved with or contemplated to be improved with the PACE Park and Ride Facility as depicted on the Village Property Concept Plan (including the offsite drainage swale serving the PACE Park and Ride Facility), or any portion of the Depot Drive right of way or improvements. Developer acknowledges the existing 120 foot wide parcel owned by the Village that includes Persons Parkway, as well as existing underground Village utility mains. The Village shall cooperate with Developer to minimize the impact of said 120 foot wide parcel by considering variances and/or the possible conveyance to Developer of a portion of said parcel to minimize lost frontage and/or excessive setbacks affecting the developable area of any lots abutting the parcel, but nothing herein shall obligate the Village to grant any specific variance or to make any specific conveyance of any particular amount of such 120 foot wide parcel.

5. Revised Village Property Concept Plan and Revised Depot Drive Concept Plan. Village and Developer acknowledge that Developer may elect to submit to the Village a revised Village Property Concept Plan that provides for an alternate layout, arrangement and configuration of developable lots and stormwater detention ponds and a revised Depot Drive Concept Plan alternate configuration and routing of Depot Drive for the Village’s consideration in accordance with its applicable ordinances. For the purpose of the preceding sentence, a proposed revised Village Property Concept Plan and a proposed revised Depot Drive Concept Plan shall not be deemed to be noncompliant with the applicable ordinances of the Village solely due to the fact that such proposed revised plans depict a routing and configuration of Depot Drive that differs from the routing and configuration of Depot Drive reflected in the present Village Property Concept Plan and the Present Depot Drive Concept Plan, but the Village retains the right to condition its approval of any such proposed revised Village Property Concept Plan and proposed revised Depot Drive Concept Plan upon the provision of vehicular access and circulation to and through the Village Property and the PACE Park and Ride Facility deemed reasonably sufficient by the Village. The Village shall consider such revised Village Property Concept Plan and revised Depot Drive Concept Plan within 45 days from the submission thereof.
In such a case, and subject to the Village’s approval of a revised Village Property Concept Plan and a revised Depot Drive Concept Plan, the references to the Village Property Concept Plan and the Depot Drive Concept Plan in this Agreement shall mean and be understood to refer to the revised Village Property Concept Plan and revised Depot Drive Concept Plan, from and after the approval thereof by the Village.

SECTION FOUR: Infrastructure Obligations; Miscellaneous Village Property Development Conditions

A. Developer’s Infrastructure Obligations. Except as otherwise expressly set forth in this Section 4, Developer shall be responsible at its cost and expense to construct all onsite infrastructure required or contemplated under this Agreement or the applicable ordinances of the Village in connection with its development of the Village Property or any portion thereof, including but not limited to the contemplated interior public roadway as depicted on the Village Property Concept Plan, such public roadway being sometimes herein referred to as “Depot Drive”, all water, sanitary sewer storm sewer mains or lines and street lighting required within the Village Property, and all onsite stormwater detention ponds and related structures. Village shall have no obligation to issue any certificate of occupancy for a building on any lot or portion of the Village Property unless and until Developer shall have constructed the minimum amount of Depot Drive and water/sanitary sewer/infrastructure required under this Agreement or the applicable ordinances of the Village; additionally, the Village shall have no obligation to issue a building permit for any building or structure to be constructed by Developer within the Village Property unless and until the Developer shall have constructed the onsite stormwater detention pond(s) and all related facilities or structures at the size and capacity required to accommodate the stormwater management needs of the Village Property, as ultimately contemplated to be developed. Developer shall not be responsible for the construction of any offsite infrastructure required or contemplated under this Agreement or the applicable ordinances of the Village in connection with its development of the Village Property or any portion thereof, including but not limited to any improvements to Wood Farm Road or Van Dyke Road, any offsite stormwater management routes or facilities, or the extension of offsite water mains and sanitary sewer mains to the Village Property as further hereinafter set forth; likewise, Developer shall have no obligation to improve the existing Persons Parkway located within the Village Property.
Notwithstanding the preceding sentence, Developer acknowledges that it shall be responsible to install 4 street lights in accordance with the applicable Village ordinances and standard specifications on Persons Parkway between Wood Farm Road and Depot Drive (or upon an equivalent length of Wood Farm Road in the event that Depot Drive shall be rerouted or realigned as contemplated by the Village’s approval of a revised Village Property Concept Plan and a revised Depot Drive Concept Plan pursuant to Section 3.D.5 and Section 4.D.1 of this Agreement).

1. **Depot Drive Construction and Dedication.**

   (a) **Development Pursuant to Village Property Concept Plan/Depot Drive Concept Plan.** Developer shall be obligated to design and construct Depot Drive on a phased basis as each site is developed within the interior of the Village Property at no cost or expense to the Village, in accordance with the applicable ordinances and standard specifications of the Village for roadway construction, and pursuant to submittals reviewed and approved by the Village. Without otherwise limiting the generality of the foregoing, Developer shall construct Depot Drive in a manner consistent with the Village Property Concept Plan (subject to the modification thereof pursuant to Section 3.D.5. of this Agreement) and the specifications contained within the Depot Drive Concept Plan, a copy of which is attached hereto and incorporated herein by this reference as Exhibit E. Developer shall be permitted to construct Depot Drive on a phased basis as each site is developed, with the length of each such phase being equal to the entire Depot Drive frontage of the lots or other portions of the Village Property acquired and then sought to be developed by Developer hereunder. Developer and Village acknowledge that completion of the entire phase or phases of Depot Drive along the frontage of the lots or other portions of the Village Property then being developed shall be a condition to the Village’s obligations to issue certificates of occupancy for buildings or structures located on such lots or other portions of the Village Property. Upon completion of a given phase of Depot Drive, Developer shall take all actions necessary to dedicate, convey and transfer all right, title and interest in and to Depot Drive as improved to the Village, free and clear of any and all liens and encumbrances. In the event that the Developer acquires at least 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property and becomes obligated to construct the PEMA Facility, Developer shall become obligated to complete Depot Drive on a phased basis as each site is developed as
hereinafore set forth, but in any event within 18 months of the issuance of the last certificate of occupancy for a building constructed by Developer on a lot or portion of the Village Property or prior to the expiration of 10 years from the date of this Agreement, and provided further, that this obligation to complete Depot Drive on a phased basis as each site is developed shall survive any termination of this Agreement. In the event that the Developer has not acquired 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within the initial 18 month period following the date of this Agreement (or any duly approved extension thereof) and this Agreement thereby terminates, Developer’s obligation hereunder shall be limited to the obligation to complete those phases of Depot Drive adjacent to any lots or portions of the Village Property acquired by Developer prior to such termination in order to permit the issuance of a certificate of occupancy for the buildings on such lots or portions of the Village Property, as hereinafore set forth, or in any event, within 60 days of the date of such termination, and provided further, that this obligation to complete Depot Drive shall survive any termination of this Agreement.

(b) Development Pursuant to Revised Village Property Concept Plan and Revised Depot Drive Concept Plan. Village and Developer acknowledge that Developer may elect, consistent with the provisions of Section 3.D. of this Agreement, to submit a revised Village Property Concept Plan together with a revised Depot Drive Concept Plan to the Village for the Village’s consideration, and that such a revised Village Property Concept Plan and revised Depot Drive Concept Plan may not necessarily reflect the configuration and routing of Depot Drive as presently reflected in the Village Property Concept Plan and Depot Drive Concept Plan. However, consistent with Section 3.D. of this Agreement, as a condition to the approval thereof by the Village, any such revised Village Property Concept Plan (and any and all further plats of subdivision approved pursuant thereto) and Depot Drive Concept Plan shall depict and include the completion of Depot Drive on a phased basis as such site is developed. In such a case, and subject to the Village’s approval of a revised Village Property Concept Plan and a revised Depot Drive Concept Plan (which approval by the Village shall be subject to the provisions of Section 3.D.5. of this Agreement), the references to Depot Drive in Section 4.A.1(a) of this Agreement and in other applicable provisions of this Agreement shall mean and be understood to refer to the revised configuration and routing of Depot Drive as depicted in the revised Village Property Concept Plan and revised Depot Drive Concept Plan as approved by the
Village Board, from and after such approval; likewise, from and after the approval thereof by the Village Board, references in this Agreement to the Village Property Concept Plan and the Depot Drive Concept Plan shall mean and be understood to refer to the revised Village Property Concept Plan and revised Depot Drive Concept Plan.

2. **Single User/Larger Users Alternative.** Village and Developer acknowledge that while the Village Property Concept Plan contemplates the development of the Village Property with seven buildable lots (excluding the PEMA Facility Site) ranging in size from approximately 2.9 acres to approximately 6.6 acres, the potential exists to develop that portion of the Village Property located north of Persons Parkway with fewer and larger lots that would include the development of one or more lots in a manner that would prevent the complete construction of Depot Drive so as to provide a direct connection between the Van Dyke Road entrance to the PACE Park and Ride Facility and Persons Parkway. In the event that the Developer obtains a signed lease of a building or a signed contract to construct a building within the Village Property during the term of this Agreement and prior to the development of any lot or portion of the Village Property as depicted on the Village Property Concept Plan that requires any portion of Depot Drive to be constructed (other than the portion of Depot Drive to be constructed in connection with the development of the PACE Park and Ride Facility) in order to obtain legally compliant vehicular access, Developer shall present to the Village a proposed revised final plat that creates a lot for the development of the building contemplated by the signed lease or contract presented to the Village by the Developer, together with such other supporting documentation and submittals as may be required under the ordinances of the Village for Village review to determine whether the same comply with the applicable ordinances of the Village and the provisions of this Agreement, which shall not include copies of leases or sale contracts, etc, but which shall include documentation sufficient to enable the Village to verify the existence of such lease or contract. For the purposes of the preceding sentence, the fact that a proposed revised final plat submitted by the Developer eliminates the complete construction of Depot Drive so as to prevent the direct connection between the Van Dyke Road entrance to the PACE Park and Ride Facility and Persons Parkway shall not, in and of itself, cause the proposed revised final plat to be deemed noncompliant with the applicable ordinances of the Village or the provisions of this Agreement. Provided that such proposed revised final plat complies with the applicable ordinances of the Village and the provisions of this Agreement, the Village shall
consider the same within 45 days thereafter, provided further, however, that the Village shall have the right to condition its approval of any such proposed revised final plat upon the construction of appropriate public or private improvements beyond those which may be required by Village ordinances and which are deemed necessary by the Village to address traffic impacts, water main looping and other public infrastructure or utility impacts resulting from the elimination of Depot Drive as a direct connection between Van Dyke Road and the Persons Parkway or in lieu thereof.

B. Village’s Infrastructure Obligations. Developer and Village acknowledge that water and sanitary sewer service has been brought adjacent to the Village Property by the Village’s prior construction of water and sewer mains within the right of way for Wood Farm Road, and that the Village shall have no further obligations hereunder in connection with serving the Village Property with water and sanitary sewer service. The parties further acknowledge that water and sanitary sewer mains already exist and extend adjacent to the proposed PEMA Facility Site, and that the Developer shall be responsible to extend and connect water and sanitary sewer to the PEMA Facility as part of the construction of this building. Village shall additionally be responsible at its cost and expense for the construction of any necessary offsite stormwater management routes or facilities, but nothing herein shall obligate Village to construct or own any stormwater detention pond or like facility within the Village Property. The Village shall be responsible for any road improvements, if required, to Wood Farm Road, S. Van Dyke Road, and/or Persons Parkway, except that Developer shall be responsible to install street lighting along Persons Parkway from Wood Farm Road to Depot Drive, as set forth above in Section 4.A.

C. Village Development Fee Waiver. Village agrees that it shall waive any and all fees or charges related to the review and approval of development applications or submittals (including but not necessarily limited to building permit fees, sanitary sewer and water tap-on fees, inspection fees, plan review fees or public hearing fees) relating to Developer’s potential development of the Village Property as contemplated herein for a period of 18 months after the date of this Agreement (and during any extension of such 18 month period duly approved by the corporate authorities of the Village); in the event that Developer acquires at least 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within such 18 month period (or any duly approved extension thereof) and becomes obligated to construct the PEMA Facility, the term of the aforementioned fee waiver shall be
extended to that date which is 10 years from the date of this Agreement. Notwithstanding the foregoing or any other contrary provision of this Agreement, the fee waiver provided for in this Section 4.C. shall not apply to costs incurred by the Village for engineering services (including design and review engineering and construction engineering/inspectional services) or other third party consultant or review services in connection with any development applications or submittals made by the Developer or otherwise in connection with Developer’s development of the Village Property as contemplated hereunder, and all such costs shall be invoiced to the Developer and reimbursed to the Village by the Developer pursuant to the Village’s usual and customary form of professional fee agreement.

D. Offsite Development Impacts/PACE Park and Ride Facility. Developer acknowledges that a portion of the Village Property is presently under development as and for a PACE Park and Ride Facility along with that portion of Depot Drive necessary to provide access thereto, as depicted on the Village Property Concept Plan, and that as such, that portion of the Village Property cannot be acquired by Developer pursuant to this Agreement. To permit and facilitate Developer’s potential development of the Village Property as contemplated by this Agreement, Village shall take all actions necessary to ensure that the PACE Park and Ride Facility and associated portion of Depot Drive is developed in a manner consistent with its depiction on the Village Property Concept Plan, and to ensure that all construction activities related to the PACE Park and Ride Facility and associated portion of Depot Drive are conducted within the area allotted for the development of the same on the Village Property Concept Plan, including but not limited to the construction of any necessary public or private infrastructure and the disposition of any excess soil or other excavated materials. Likewise, Village shall also take such actions as may be necessary to ensure that no other offsite construction or development activities encroach upon or otherwise reduce the area of the Village Property otherwise available to Developer for potential development under this Agreement. Notwithstanding anything herein to the contrary, Developer acknowledges that Village has constructed or will cause the construction of an offsite detention swale to serve the detention and drainage needs of the PACE Park and Ride Facility, which detention swale is or will be outside the lot or area allotted for the development of the PACE Park and Ride Facility as depicted on the Village Property Concept Plan, and that its development of such portions of the Village Property as it may acquire
hereunder shall be required to accommodate and maintain the existence of the aforementioned PACE Park and Ride Facility offsite detention swale.

E. Financial Security/Bonds. As a condition to the Village’s obligation to convey any portion of the Village Property as otherwise contemplated by this Agreement, Developer shall be required to post and continuously maintain bonds or other comparable form of financial security with the Village to secure Developer’s obligation hereunder to construct Depot Drive on a phased basis and to provide for the restoration of the Village Property in the event that the Developer abandons or fails to complete the development of any portion of the Village Property as contemplated by this Agreement. Said financial security for restoration, provided above, shall be in the amount of One Hundred Thousand and 00/100 Dollars ($100,000). Such financial security shall be in addition to any financial security required of Developer under the provisions of Section 7-142 of the Village Code of Ordinances to secure the completion of required public improvements in connection with the Developer’s development of the Village Property hereunder.

SECTION FIVE: General Provisions

A. Developer’s Faithful Performance. It is understood and agreed by the parties hereto that, in the event that Developer shall assign, convey or otherwise transfer its interest in this Agreement or in any portion of the Village Property subject to this Agreement to a third party for development purposes at any time during the term of this Agreement, all the obligations and responsibilities of the Developer, as herein set forth shall devolve upon and be assumed by such assignee, grantee or transferee, and the Developer shall be released from all obligations related thereto but only upon the presentation to and approval by the Village of a written instrument executed by such proposed assignee, grantee or transferee assuming and agreeing to be bound by the terms and conditions of this Agreement.

B. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party’s rights to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by
the Village President after being approved by the Village Board and then only to the extent therein set forth therein.

C. **Cumulative Remedies.** Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, including but expressly not limited to specific performance and injunctive relief, and may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as occasion therefor shall arise.

D. **Other Ordinances, Codes, Rules, Regulations, Resolutions and Applicable Law.** Except as expressly provided in this Agreement to the contrary, nothing herein contained is intended to relieve Developer of its obligations under the ordinances, codes, rules, regulations, and/or resolutions of the Village of Plainfield, provided, however, that in the event of any conflict between the terms of this Agreement and the terms of any such ordinance, code, rule regulation or resolution, the terms of this Agreement shall prevail except to the extent otherwise expressly provided for herein. In addition, wherever this Agreement provides that a particular ordinance, code, rule, regulation or resolution is applicable, said provisions shall also automatically include all subsequent amendments thereto.

E. **Singular and Plural.** Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

F. **Unavoidable Delay.** “Unavoidable Delays” shall be defined as delays in the commencement or progress of construction, as the case may be, caused by delays in approving the final plans, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control, adverse weather or seasonal related conditions that are an impediment to construction, permitting and other delays initiated by the Village or other causes beyond the reasonable control of Developer.

G. **Section Headings and Subheadings.** All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or
applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

H. **Recording.** The Village shall cause all ordinances, plats, and any other agreements and/or documents contemplated hereunder to be recorded by the Will County recorder at the sole cost and expense of the Developer.

I. **Term and Date of Agreement; Termination; Default.**

1. **Term and Date of this Agreement.** The date of this Agreement shall be the date on which the corporate authorities of the Village of Plainfield adopt legislation authorizing the execution of this Agreement. The term of this Agreement shall be for an initial period of 18 months from the date of this Agreement, subject to the potential extension thereof pursuant to Section 3.D.4. of this Agreement. At the end of this initial 18 month period (or any duly approved extension thereof), this Agreement shall terminate in the event that Developer has not acquired at least 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within such 18 month period and shall not have become obligated to construct the PEMA Facility. If at the end of this initial 18 month period, the Developer has acquired at least 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property and shall thereby have become obligated to construct the PEMA Facility, the term of this Agreement shall be extended to that date which is 10 years from the date of this Agreement.

2. **Termination of this Agreement.** This Agreement shall terminate on that date which is 18 months from the date of this Agreement in the event that Developer has not acquired at least 5.00 buildable acres (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within such initial 18 month term of this Agreement, subject to the potential extension thereof pursuant to Section 3.D.4. of this Agreement. This Agreement shall terminate on that date which is 10 years from the date of this Agreement in the event that Developer has acquired at least 5.00 buildable acres or more (exclusive of detention areas or areas to be improved with public roadways) of the Village Property within the initial 18 month term of this Agreement (or any duly approved extension thereof) and become obligated to construct the PEMA Facility.
3. **Effect of Termination.** Notwithstanding any termination or expiration of this Agreement, all terms and provisions of this Agreement that are expressly stated to survive the termination or expiration of this Agreement shall so survive the termination or expiration of this Agreement.

4. **Default.** In the event of any default under the provisions of this Agreement, the non-defaulting party shall give the defaulting party specific written notice of such default, in the manner provided herein. The alleged defaulting party shall have 30 days to cure said default. If the defaulting party does not cure said default during the 30 day period to the satisfaction of the nondefaulting party, or is not diligently pursuing the cure of said default to the satisfaction of the nondefaulting party, the Agreement shall thereafter terminate without further action of either party, except that all provisions of this Agreement that are expressly stated to survive any termination of this Agreement shall likewise survive any such termination of this Agreement for default as herein provided, and provided further, that no such termination of this Agreement shall prejudice or affect the rights of the parties hereunder to institute, maintain or continue the prosecution of litigation in relation to any breach of this Agreement alleged to have occurred prior to any termination of this Agreement.

I. **Indemnification.** Developer shall indemnify and hold Village (together with Village’s officials, officers, employees, agents, servants, successors and assigns the “Village Indemnitees”) harmless from any loss, cost, damage, claim, action, proceeding (whether judicial, governmental, regulatory or otherwise), judgment, fine, lien, liability or expense (including but not limited to reasonable attorneys’ and other professional consultants’ fees) (collectively, “Claims”) asserted by any person or entity arising from or that are claimed to arise or in any way be founded upon breach of this Agreement or upon Developer’s acquisition, development, occupancy or use of the Village Property or any portion thereof pursuant to this Agreement, any work performed by or for Developer within, under, through, or across any portion of any Village public street, road, easement area or other Village-owned property or otherwise upon any action of Developer or its employees, contractors, subcontractors or agents taken in connection herewith or in relation hereto, regardless of whether litigation or any like proceeding ensues or not; provided, however, Developer shall not be obligated to indemnify or hold harmless Village Indemnitees for Claims to the extent arising out of or connected with the negligent acts or
omissions, willful misconduct or illegal acts of the Village or any Village Indemnitees. Except to the extent arising out of or connected with the negligent acts or omissions, willful misconduct or illegal acts of Village or the Village Indemnitees, Developer further hereby waives any and all Claims which Developer or any person or entity claiming by or through Developer may now or at any time in the future have or assert against Village arising from or founded in any way upon the Village’s ownership, operation, maintenance and use of public utility lines, mains or facilities, adjacent metallic structures, or public roads, streets and related appurtenances. The foregoing indemnification and hold harmless provisions shall also survive any termination of this Agreement and any declaration of the invalidity of this Agreement as a whole or of any other term or provision of this Agreement.

J. **Developer’s Insurance Obligations.** Developer shall, at all times during the term of this Agreement, maintain and keep in full force and effect policies of insurance with the coverages and limits as set forth in Appendix E to the Village Request for Qualifications for the Depot Drive P-3 Development Site dated as of September 28, 2017, and shall otherwise take all such actions relative to such insurance policies as may be required to comply with the provisions of said Appendix E, a copy of which is attached hereto and hereby incorporated into this Agreement by this reference. Developer shall not violate or knowingly permit any person who enters upon the Village Property or any part thereof, to violate any of the conditions or provisions of any such insurance policy, and Developer shall so perform and satisfy the requirements of the insuring companies with respect to writing such policies so that, at all times, insurance companies of good standing shall be willing to write and/or continue such insurance. Such policies will be in full force and effect on the date of this Agreement, and shall be renewed thereafter as necessary to provide continuous coverage during the term of this Agreement. Village and Developer and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, to the extent covered by insurance with respect to the Village Property or with respect to performance under this Agreement or with respect to any activities conducted on the Village Property pursuant to this Agreement, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Nothing herein shall prevent Developer from obtaining insurance of the kind and in the amounts provided for under this Section under a blanket insurance policy or policies. Upon Village’s request, Developer will provide to Village evidence
in the form of an Acord certificate of insurance that the insurance carried by Developer with respect to this Agreement complies with the insurance requirements of this Section. All policies of insurance provided for in this Section shall name Village and Developer as the additional insureds as their respective interests may appear. Each such policy shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy or certificate therfore issued by the insurer shall contain an agreement by the insurer that such policy shall not be canceled without at least 30 days’ prior written notice to Village. Furthermore, Developer shall require its contractors and all subcontractors thereof to maintain policies of comprehensive general public liability insurance, workers’ compensation insurance and employer’s liability insurance as required by law and comprehensive automobile liability insurance conforming to the requirements hereinabove set forth in this Section. Neither Developer nor any contractor or subcontractor of Developer shall perform any work whatsoever within the corporate limits of the Village without the Village having first received and approved satisfactory written evidence of all required insurance coverages hereunder.

K. No Liens on Village Property. Developer shall not permit or suffer any lien to be put upon or to arise or to accrue against the Village Property or any part thereof or against any adjacent Village owned property, easements or rights of way, in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work undertaken by Developer pursuant to the rights herein granted. Developer shall hold harmless and defend Village, the Village Property or any part thereof and the Village’s lands, rights of way or easements adjoining the Village Property from and against any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Developer, and in the event any such lien shall arise or accrue against the Village Property or any part thereof or against the Village’s lands, rights of way or easements adjoining the Village Property, the Developer shall promptly cause such lien to be released of record by payment or by the posting of an appropriate bond sufficient to cause the release of such lien.

L. Choice of Law and Venue. This construction and enforcement of this Agreement shall be governed by the laws of the State of Illinois, without reference to the conflicts or choice of laws provisions thereof. The sole and exclusive venue for any litigation arising from this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois, and the parties hereby waive venue in any other court of competent jurisdiction.
M. **No Personal Liability of Corporate Authorities.** The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities. Notwithstanding anything herein to the contrary, Developer shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the Village for any breach of any of the terms of this Agreement.

N. **Notices.** Notices or other writings which any Party is required to or may wish to serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to the Village:**

Village of Plainfield  
24401 W. Lockport Street  
Plainfield, IL  
Attention: Village Clerk

**with a copy to:**

James Harvey  
Tracy, Johnson & Wilson  
2801 Black Road, 2d Floor  
Joliet, IL 60435

**If to the Developer:**

Northern Builders, Inc.  
5060 River Road  
Schiller Park, Illinois 60176  
Attention: Thomas R. Kenrich

**with a copy to:**

Northern Builders, Inc.  
5060 River Road  
Schiller Park, IL 60176  
Attention: Robert D. Tuerk

or to such other address as any Party may from time to time designate in a written notice to the other Party.
O. Amendments. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Developer and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

P. Invalidity of any Provision. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

Q. Survival. The agreements contained herein shall survive the conveyance of any part of the Village Property to the Developer, and shall not be merged or expunged by the development of all or any part thereof prior to the expiration of the term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.
Village:

VILLAGE OF PLAINFIELD,
An Illinois Municipal Corporation

By: ____________________________
Name: Michael P. Collins
Its: Village President
Dated: __________________________

Attest:

By: ____________________________
Name: Michelle Gibas
Its: Village Clerk
Dated: __________________________

Developer:

Northern Builders, Inc.

By: ____________________________
Name: Thomas D. Grusecki
Its: President & CEO
Dated: __________________________

Attest:

By: ____________________________
Name: __________________________
Its: ____________________________
Dated: __________________________
Exhibit List

NOTE: REVISIONS SUBJECT TO REVIEW OF ALL EXHIBITS TO BE PROVIDED BY VILLAGE
EXHIBIT A

LEGAL DESCRIPTION & PLAT OF SUBDIVISION

THAT PART OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9; THENCE NORTH 89 DEGREES 09 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, 80.40 FEET TO A POINT ON THE CENTERLINE OF VAN DYKE ROAD; THENCE NORTH 00 DEGREES 18 MINUTES 14 SECONDS EAST ALONG SAID CENTERLINE, 261.89 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, 821.27 FEET; THENCE NORTH 01 DEGREES 50 MINUTES 45 SECONDS WEST ALONG SAID CENTERLINE, 486.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 50 MINUTES 44 SECONDS WEST ALONG SAID CENTERLINE, 189.99 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 735 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 47 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE, 882.21 FEET TO A POINT ON THE WEST LINE OF THE JOLIET, AURORA AND NORTHERN RAILWAY; THENCE SOUTH 27 DEGREES 22 MINUTES 31 SECONDS WEST ALONG SAID WEST RAILWAY LINE, 52.70 FEET; THENCE SOUTH 65 DEGREES 25 MINUTES 02 SECONDS WEST ALONG SAID WEST RAILWAY LINE, 16.68 FEET; THENCE SOUTH 27 DEGREES 14 MINUTES 54 SECONDS WEST ALONG SAID WEST RAILWAY LINE, 441.37 FEET TO THE NORTH CORNER OF LAND CONVEYED TO COMMONWEALTH EDISON COMPANY AS PER DOCUMENT 921373; THENCE SOUTH 00 DEGREES 37 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF SAID LANDS, 159.07 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 07 SECONDS WEST, 544.01 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 37 SECONDS WEST, 383.92 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 07 SECONDS WEST, 511.81 FEET; THENCE NORTH 39 DEGREES 23 MINUTES 01 SECONDS WEST, 45.38 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. – EXCLUDING LOT 1, OUTLOT A AND LOT 3 AS ILLUSTRATED ON THE FOLLOWING PLAT:

Village Property is illustrated as Lot 2 and Lot 4 on the following Pace-Village Subdivision Plat:
PEMA FACILITY OUTLINE SPECIFICATIONS

(PAGE INTENTIONALLY LEFT BLANK)
Outline Specifications for:

PEMA Facility

Prepared by:

Northern Builders, Inc.

May 15, 2018
**BUILDING DATA:**

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<th>Building Height</th>
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- **Parking** - Twenty-Three (23) cars
- **Overhead Doors** - Four (4) 22’ x 14’ overhead exterior doors
- **Schematic Plans** - Harris Architects site plan dated January 15, 2018
  - Harris Architects floor plan dated April 4, 2018

**GENERAL REQUIREMENTS:**

- **Design**
  - Building to be designed and constructed to comply with the governmental agencies having jurisdiction, building and zoning regulations, handicap provisions, and ADA
  - Architectural, civil, structural, mechanical, plumbing, and electrical engineering plans and design fees
  - Landscape design in landscape allowance

- **Governmental Fees and Excess Utility Charges**
  - Sewer and water tap-on/usage fee
  - Excess utility charges
  - Impact fees
  - Permit Fees
  - All above required permits and fees relating to the project are waived By Plainfield.

- **Insurance**
  - Comprehensive liability of $2,000,000
  - Total coverage of $10,000,000 with umbrella
  - Includes Owner listed as additional insured
  - Workman’s Compensation by subcontractors

- **Supervision**
  - On site supervision/project management by personnel experienced with construction materials and methods
- Full authority to make decisions and implementation of schedule, cost, and execution of the work

**Testing**
- Soil compaction tests
- Concrete cylinder test
- Asphalt compaction testing
- Steel inspection
- All testing performed by independent testing agency

**Warranties**
- One (1) year building construction warranty for all site and building components including material and labor

**Miscellaneous**
- Project shall conform to Northern Builders Company Safety Policy and all OSHA regulations
- Field Office
- Final clean-up to broom-clean condition

**Weather Conditions**
- Are excluded at this time. Weather conditions include such items as temporary roads, heat and electric services and consumption costs, temporary enclosures, equipment use and rental, etc. Contractor shall provide a full accounting to Owner for reimbursement.

**SITE:**

**Grading**
- Assumed strip six inch (6") black dirt and vegetation to remain on site in topsoil respread and/or in berms
- Fill areas compacted to ninety five percent (95%) modified proctor in building area and ninety percent (90%) in the parking areas
- Topsoil respread six inches (6") at green areas
- Soil testing shall be performed by an independent soils engineer
- Proof roll parking lot and building areas prior to placement of stone
- Design is based on a minimum 3,000 PSF soil bearing pressure, assumed to exist at footing and foundation elevation condition
- Design of excavation is based on as reasonably close as possible to a balanced site. Any excess material shall remain on site or hauled off at Owner's expense. No haul-in or haul-out of soil to or from site is included.
- Any underlying unsuitable soil conditions are not included

**Landscaping**
- Landscaping per code and lawn irrigation.
- Allowance includes design, trees, shrubs, sod, seed, lawn sprinkler, sleeves, mulch, and topsoil fine grading
- Allowance includes all maintenance prior to occupancy
- The irrigation system will be install at the office and the public street side of the project.
Site Concrete
- 3,500 PSI at twenty-eight (28) day mix design, air entrained
- Four-inch (5") concrete sidewalks
- Eight-inch (8") concrete apron at drive-in-door location, to extend five feet (5') from building
- Eight-inch (8") concrete street apron to extend twenty feet (20') from roadside
- Concrete pad for electrical transformer
- Concrete stoops at egress doors, 5' x 5'
- B6-12 curbs at parking lot and truck drive
- All site concrete over four inch (4") granular fill

Asphalt
- Car parking lots ten-inch (10") stone base and three-inch (3") asphalt to IDOT specifications
- Truck areas twelve-inch (12") stone base and three-inch (6") asphalt to IDOT specifications
- All striping and handicap signage included
- Proof roll inspection of subgrade prior to placement of stone

Utilities
- Six-inch (6") fire protection water service, including wet tap to existing municipal system
- Three-inch (3") domestic water service
- Six-inch (6") sanitary sewer service
- Storm sewer pipe, catch basins and man-holes to storm system located at the property line
- Street auguring is excluded
- Coordination of gas, electric, and telephone service on behalf of Owner
- Utility consumption charges paid by Owner
- All utilities are assumed to exist at the property line with adequate depth and pressure, and without the need for pumps
- Assumes storm drainage to connect to existing gravity fed system with off-site detention designed to accommodate this development

Site Lighting
- Six (6) wall mounted fixtures to light parking lot and truck dock, 400 watts
- Four (4) wall packs at exterior man doors, 150 watts
- Automatic switching by means of photo cell timer
- Prefinished “baked on” painted metal fixtures
- All exterior lighting to be LED
- Photo metric design per code
BUILDING SHELL:

Foundation
- 3,000 PSI concrete at twenty-eight (28) day mix design
- Concrete trench foundations, with poured walls at docks
- Perimeter foundation walls insulated R10

Concrete Floor
- 4,000 PSI concrete at twenty-eight (28) day mix design
- Office four inches (4") thick over four inch (4") granular fill with Fiber mesh
- Warehouse seven inches (7") thick reinforced over four inches (4") granular fill
- Control joints saw cut one-inch (1") to one and one-quarter inch (1&1/4") depth
- Pre-molded expansion joint material at perimeter of exterior walls and at columns

Steel
- Structural steel beams, columns, bar joist, trusses, gray prime painted
- Twenty foot (22') clear height at the interior column line of the warehouse
- 22 gauge “white” primed wide rib metal deck
- Interior bay size approximately 42'-6" x 58'

Miscellaneous Metals
- Total of sixteen (16) concrete filled steel bumper posts at interior and exterior of drive-in-doors and interior of dock doors
- Vertical ladders with cage to roof from warehouse
- Framed mechanical roof openings over 12" in dimension

Precast
- Load bearing wall panels with insulation value of R-14
- Architectural reveals per design
- Stain with two (2) coats finish, multi-color, and one (1) continuous painted stripe

Glass
- One hundred fifty (150) SF total curtain wall at entry
- Eight (8) 6’ x 5’ punched windows
- One-inch (1") gray tinted insulated glass with thermally broken Class 2 clear anodized aluminum frames, tempered as required

Doors
- One (1) 3’ x 7’ medium style aluminum framed glass doors at office entry with 1” push/pulls
- Three (3) 3’ x 7’ insulated 16- gauge hollow metal doors with galvanized exterior face, painted
- Door frames are fully welded 16-gauge hollow metal, painted
- Each door with egress hardware, heavy duty closure, locks, threshold, and weather-stripping, Schlage or equal
- Final keying is included

Overhead Doors
- Four (4) 24’ x 14’ electrically operated with one (1) vision light each
- Weather-strip
- Polyurethane foamed in place insulation R-17
- 24-gauge sectional overhead doors
- Z-Guards at all dock door tracks

Roofing
- Single ply 45 mil EPDM ballasted roof
- Fifteen (15) year manufacturer’s extended warranty on roof membrane
- Prefinished metal coping in standard color with caulked perimeter
- Poly isocyanurate insulation R-30, loose laid
- Slope approximately one-quarter inch (1/4") per foot
- Roof hatch two feet, six inches (2’6”) by three feet (3’)
- Roofing system by Goodyear, Carlisle, or Firestone

Roof Screening
- NIC

Insulation
- Designed to exceed ASHRAE 90-80 energy standards:

<table>
<thead>
<tr>
<th>Insulation Component</th>
<th>R Value</th>
<th>U Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof Value</td>
<td>30</td>
<td>.033</td>
</tr>
<tr>
<td>Office Wall Value</td>
<td>17.0</td>
<td>.059</td>
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<tr>
<td>Warehouse Wall Value</td>
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<td>.077</td>
</tr>
<tr>
<td>Glass Value</td>
<td>2.0</td>
<td>.50</td>
</tr>
</tbody>
</table>

Roof Drains
- Roof drained by perimeter interior roof drains with insulated heads
- Emergency overflow drainage by wall scuppers

Fire Sprinkler System
- Automatic wet fire protection system
- Design per Class 3 coverage
- Two and one-half inch (2&1/2”) fire department Siamese connection
- Backflow preventer
- Flow switch and bell
- Hose stations shall be located at all exterior man doors

**Fire Alarm**
- Fire alarm control panel
- Pull stations, horns and strobe lights, smoke detectors as required by code
- Water flow and gate valve alarms, remote test station
- Radio or Telephone connection to fire station by Owner

**Electrical Services**
- 400-amp 120/208 volt 3-phase 4-wire service from a transformer furnished by the electric company
- Empty primary conduits to street, transformer pad
- Expandable switchgear with main switch and meter section
- Electrical installation from the switchgear to power and lighting panels, switches and/or circuit breakers for work included in this proposal

**OFFICE AREA:**
INCLUDED AT AN ALLOWANCE OF $70.00/SF
A SAMPLE SPECIFICATION IS LISTED BELOW:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Function</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vestibule Lobby</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>General Office</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Training Room</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Break room</td>
<td></td>
</tr>
<tr>
<td>1 each</td>
<td>Men’s and Women’s Restrooms per code</td>
<td></td>
</tr>
<tr>
<td>1 each</td>
<td>Radio room tornado resistant included in base</td>
<td></td>
</tr>
<tr>
<td>1 each</td>
<td>Server room tornado resistant included in base</td>
<td></td>
</tr>
</tbody>
</table>

**Tornado Room**
- Radio room and server room to be tornado/storm shelter
- Perimeter of rooms to be precast concrete
- Ceiling assumed to be precast concrete with concrete topping
- Final design will determine actual structure
- Interior partitions to be metal stud and drywall
- Door to be tornado resistant
- Structure is part of base and not included in the $70.00 SF office allowance

Walls:

Sheet Rock
Partitions to Deck
- Full height office/warehouse wall to underside of metal roof deck
- Six-inch (6") metal studs sixteen inches (16") on center and sound insulation

Drywall
Partitions
- Three and five-eighths inch (3-5/8") metal studs sixteen inches (16") on center
- Two and one-half inch (2-1/2") studs at perimeter walls
- Five-eighths inch (5/8") gypsum board each face, taped and sanded
- Three-inch (3") fiberglass batt insulation between studs at restrooms, and lunchroom
- Walls extend through the acoustical ceiling 4"

Glass
- Ten (10) LF interior glass wall in aluminum frame at vestibule

Doors, Frames, and Hardware:

Glass Doors
- One (1) 3’ x 7’ medium style glass doors in aluminum frames at interior vestibule wall
- One (1) electric strike for inner vestibule door

Doors
- Four (4) doors 3’ x 7’ solid core plain sliced red oak, sealed and varnished
- One (1) 3’ x 7’ hollow metal doors
- One (1) 3’ x 7’ Tornado resistant door

Door Frames
- 16 gauge painted hollow metal

Hardware
- Lever latchsets Schlage S Series or equal
- Locksets for doors from office to plant
- Passage locks on all office doors

**Finishes:**

**Floor Finish**
- Carpet at an allowance of $28.00/sq for material, labor, tax, delivery, etc.
- Porcelain tile floor throughout at vestibule
- Ceramic floor tile in office toilet rooms
- Vinyl floor tile at lunch room

**Wall Finish**
- Ceramic tile at plumbing wall in office washrooms, full height
- Two (2) coats of latex paint applied to all other walls
- Four-inch (4") vinyl base throughout

**Ceiling Finish**
- Ten-foot (10’) ceiling height in general office
- Nine-foot (9’) ceiling height in all private offices
- Lay-in mineral tile in prefinished white grid 2’ x 2’ with 2’ x 2’ x 5/8” ceiling tile Armstrong, USG or equal

**Millwork**
- Plastic laminate vanity top in toilets and counter in lunch room
- Ten (10) LF kitchen base and wall cabinet at lunch room

**Mirrors**
- Full length of countertop at toilet room sink locations
- One-quarter inch (1/4") silver float glass

**Toilet Partitions and Accessories**
- Grab bars
- Tissue dispenser
- Paper towel cabinet and waste receptacle
- Feminine napkin disposal
- Floor mounted toilet partitions and urinal screens

**Fire Sprinkler System**
- Designed per office criteria
- Chrome pendant semi-recessed heads centered in tile

**Plumbing**
- Complete system of water, waste, and vent piping
- Three (3) floor mounted water closets with flush valves
- One (1) urinal with flush valve
- Four (4) sinks, drop in bowl type
- One (1) electric water cooler (dual handicap)
- One (1) kitchen sink
- One (1) mop basin

**Heating, Ventilation, and Air-conditioning:**

**Equipment**
- Provided by rooftop units for proper zoning, gas heat, electric cooling complete with economizers
- Air for the office to be distributed by means of overhead supply ductwork and 2’ x 2’ ceiling diffusers and grills
- Installation according to ASHRAE and SMACNA standards

**Design Loads**
- Designed to maintain an inside temperature of 72º F at -10º F outside for heating and inside condition of 75º F dry bulb at 95º F outside for cooling
- Four (4) watts psf including people, lighting, CRT’s, PC’s, etc.
- Occupancy figured at one (1) person per 200 SF

**Temperature Control System**
- Programmable seven (7) day thermostat with “occupied”, “unoccupied”, and “morning warm-up” cycles

**Ventilation Air**
- From the outside will be provided at 20 CFM per person

**Exhaust System**
- Provided for the washrooms, conference room and lunch room

**Building Entrance**
- Heated with semi-recessed electric cabinet unit heater

**Electrical:**

**Lighting**
- Forty-five (45) foot-candles uniform level measured at desk height
- 2’ x 4’ recessed LED fixtures with acrylic lens
- Lighting to be controlled by ganged switching for open areas, and individual switching for private offices
- Exit and emergency battery lights, installed per code

**Outlets**
- Four (4) 20- amp 120-volt separate circuit outlets provided for client items such as microwaves, copiers, and computer equipment
- Twenty (20) 120-volt duplex convenience outlets
- Ten (10) three-quarter inch (3/4”) empty conduit stub-up in the walls for client use
- Four (4) GFI outlets
- Two (2) combination power and communication floor outlets
WAREHOUSE AREA:

Finishes:
- Floors
  - Concrete with two (2) coat Lapidolith / Ashford Formula floor sealer
  - Control joints are filled equal.
- Walls
  - All interior surfaces of precast unfinished
- Ceilings
  - White prime painted roof deck and gray primed steel and joists

Fire Sprinkler System
- Ceiling system per National Fire Prevention Association
- Brass upright heads, Class 2 Commodities
- System designed for storage to eighteen feet (14’)

Plumbing
- Four (4) 8’ long trench drains at drive-in-door locations
- Drive-in-door drains to triple basin
- One hose bib

HVAC
- Provided by one (1) Direct Fired 80/20 makeup air unit with up to one hundred percent (50%) fresh air. All temperature controls and gas piping are included. Units by Absolute Air, Engineered Air, Cambridge or equal. Design to maintain an inside temperature of 68º F at -10º for heating.

Exhaust
- One (1) 15,000 CFM exhaust fans. No considerations are included for direct exhaust of machinery.

Electrical:
Lighting
- Measured at thirty inches (30") above finished floor
- Uniform disbursement figured. Fixture count does not consider racking conditions.
- Thirty (30) foot-candles for all areas in warehouse
- All fixtures are LED fixtures with motion sensor
- Exit and emergency battery lights, installed per code
Power
- One (1) 400-amp 277/480-volt panels for building equipment
- Eight (8) duplex outlets
- Four (4) 20-amp 120-volt separate circuits for telephone, fire sprinkler, etc., or Owners use

EXCLUDED ITEMS:

Furniture, Fixtures and Equipment - Furniture, demountable partitions, signs, vending machines, tables, fire extinguishers, racks, conveyors, etc.

Communication Systems - Security, PA, telephone or computer systems or wiring

Special Mechanical/ Electrical Systems - In-rack sprinklers, booster pumps, or associated lighting or exiting
- Distribution or hook-up of client’s equipment, except as noted
- Exhaust, make-up air or power for client’s equipment, except as noted
- Smoke evacuation or summer exhaust/ventilation systems
- Energy management systems

Computer Equipment - Computer panels, equipment, UPS, etc.

Unsuitable Soils - No provisions are made in this proposal for unsuitable soils conditions

Impact Fees - Not included

Roof Screens - Not included

Excess Utility Fees - Not included

Weather Conditions - Winter or weather-related conditions

Miscellaneous - Performance or payment bonds
- Topographic Survey
- Plat of Survey
- ALTA Survey
- Soil Borings
- Environmental Surveys
- Builders Risk Insurance
- Signage or electric/lighting for signage
- Public sidewalks
- Painting of roof structure
- Fork lift charging stations or associated work
- Back-up generators
- Access control systems or electrified door hardware
- FM Global requirements
- Window treatments
- Radio equipment, wiring or towers
- Generators
EXHIBIT C
VILLAGE PROPERTY CONCEPT PLAN

CONCEPTUAL NEW BUSINESS PARK FOR:
PLAINFIELD BUSINESS PARK PARK DEVELOPMENT
PLAINFIELD, ILLINOIS

LOT 1
SITE AREA (±4.21 AC.) ±183,535 S.F.
BUILDING AREA 71,210 S.F.
LOT 2
SITE AREA (±3.65 AC.) ±106,971 S.F.
BUILDING AREA 61,545 S.F.
LOT 3
SITE AREA (±3.49 AC.) ±152,379 S.F.
BUILDING AREA 57,206 S.F.
LOT 4
SITE AREA (±3.87 AC.) ±168,766 S.F.
BUILDING AREA 66,540 S.F.
LOT 5
SITE AREA (±3.84 AC.) ±167,214 S.F.
BUILDING AREA 58,763 S.F.
LOT 6
SITE AREA (±6.61 AC.) ±288,181 S.F.
BUILDING AREA 129,813 S.F.
LOT 7
SITE AREA (±2.33 AC.) ±101,582 S.F.
BUILDING AREA 54,441 S.F.
LOT 9 PEMA SITE
SITE AREA (±1.20 AC.) ±52,575 S.F.
BUILDING AREA 10,432 S.F.
LOT 9 PEMA SITE
SITE AREA (±1.30 AC.) ±56,728 S.F.
BUILDING AREA 12,003 S.F.

SITE PLAN
2114485.x68 3-14-2018
 northern
Northern Builders, Inc.
HARRIS ARCHITECTS, INC.
WWW.HARRISARCHITECTS.COM 630.383.1055
## B3 DISTRICT INCORPORATED LAND USES

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal hospital/veterinarian</td>
<td>P</td>
</tr>
<tr>
<td>Auto supply or auto accessory</td>
<td>P</td>
</tr>
<tr>
<td>Auto/light truck sales &amp; service</td>
<td>P</td>
</tr>
<tr>
<td>Bakery, retail</td>
<td>P</td>
</tr>
<tr>
<td>Boat/RV sales, service or storage</td>
<td>P</td>
</tr>
<tr>
<td>Brew-pub</td>
<td>P</td>
</tr>
<tr>
<td>Building maintenance service</td>
<td>P</td>
</tr>
<tr>
<td>Building material sales</td>
<td>P</td>
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<tr>
<td>Business support service</td>
<td>P</td>
</tr>
<tr>
<td>Car &amp; light truck rental</td>
<td>P</td>
</tr>
<tr>
<td>Catering</td>
<td>P</td>
</tr>
<tr>
<td>Communications sales &amp; service</td>
<td>P</td>
</tr>
<tr>
<td>Community Center</td>
<td>P</td>
</tr>
<tr>
<td>Distillery</td>
<td>P</td>
</tr>
<tr>
<td>Garden Center</td>
<td>P</td>
</tr>
<tr>
<td>Health club</td>
<td>P</td>
</tr>
<tr>
<td>Heavy equipment sales or service</td>
<td>P</td>
</tr>
<tr>
<td>Microbrewery</td>
<td>P</td>
</tr>
<tr>
<td>Motorcycle sales or service</td>
<td>P</td>
</tr>
<tr>
<td>Recreation facility, private</td>
<td>P</td>
</tr>
<tr>
<td>Specialty food shop/carry out</td>
<td>P</td>
</tr>
<tr>
<td>Theater</td>
<td>P</td>
</tr>
<tr>
<td>Trade/music/dance school</td>
<td>P</td>
</tr>
<tr>
<td>Wholesale establishments</td>
<td>P</td>
</tr>
</tbody>
</table>

## I-1 LAND USES PROHIBITED

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<tr>
<th>Land Use</th>
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</thead>
<tbody>
<tr>
<td>Junk/salvage yard</td>
<td>X</td>
</tr>
<tr>
<td>Freight terminal, rail or intermodal</td>
<td>X</td>
</tr>
<tr>
<td>Religious assembly</td>
<td>X</td>
</tr>
<tr>
<td>Religious institution</td>
<td>X</td>
</tr>
</tbody>
</table>
EXHIBIT E

DEPOT DRIVE PLAN/SPECIFICATIONS
EXHIBIT F

INSURANCE

At the Development Team’s expense, the Development Team shall procure and maintain in effect throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Development Team, his agents, representatives, employees or subcontractors.

The Development Team must furnish Certificates of Insurance to the Village before staff recommends award of the Agreement to Village Board. If requested, the Development Team will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, Development Team will notify the Village and promptly obtain replacement coverage. The Development Team must provide proof of replacement insurance that is acceptable to the Village prior to the expiration date. The Development Team shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Development Team shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Development Team maintains higher limits than the minimums shown below, the Village shall be entitled to coverage for higher limits maintained by the Development Team.

A. Commercial General Liability:

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Development Teams, Contractual and Personal Injury/Advertising Injury.

Limits:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>
B. Excess/Umbrella Liability:

Umbrella coverage shall be provided in the limits stated below, over and above the limits of the coverages provided for under Part A of this Appendix F. The form of such coverage shall be subject to the review and approval of the Village and its risk management consultants.

Limits:
- Aggregate: $5,000,000.00
- Each Occurrence: $5,000,000.00

C. Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:
- Combined Single Limit per Accident: $1,000,000.00

D. Builder’s Risk

Limits:

Equal to the completed value of the project and no coinsurance penalty provisions, utilizing an “All Risk” (Special Perils) coverage Form.

E. Pollution Legal Liability (PLL):

Limits:
- Per Loss: $2,000,000.00
- Aggregate: $2,000,000.00

Contractor shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials.

If Pollution Legal Liability coverage is written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.

5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

F. Workers’ Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

G. Employers’ Liability:

Limits:

<table>
<thead>
<tr>
<th></th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Each Employee Bodily Injury by Disease</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Policy Limit Bodily Injury by Disease</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

H. Errors & Omissions Liability:

Errors & Omissions Liability insurance appropriate to the Development Team’s profession. Architects and engineers coverage is to be endorsed to include contractual liability.

Limits:

<table>
<thead>
<tr>
<th></th>
<th>Limit</th>
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<tbody>
<tr>
<td>Per Occurrence/Claim</td>
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<tr>
<td>Annual Aggregate</td>
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</table>

If Pollution Legal Liability and/or Errors & Omissions coverage is written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Development Team must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

I. Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Village, its officers, officials, employees and volunteers are to be covered as insured’s with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Development Team; and with respect to liability arising out of work or operations performed by or on behalf of the Development Team including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Development Team’s insurance policy, or as a separate owner’s policy.

2. For any claims related to the performance of the Development Team’s work, Development Team’s insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees or volunteers shall be excess of the Development Team’s insurance and shall not contribute with it.

Development Team shall submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Village as a loss payee as their interest may appear.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village for all work performed by the Development Team, its employees, agents and subcontractors.

Development Team shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Development Team shall ensure that the Village is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
The Development Team understands that the acceptance of Certificates of Insurance, policies and any other documents by the Village in no way releases the Development Team from the requirements set forth herein.

(INsert insurance documents)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

XYZ INSURANCE COMPANY

CONTACT

NAME:

PHONE:

FAX:

E-MAIL:

ADDRESS:

PRODUCER:

CUSTOMER ID #

INSURED:

A,B,C Company

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: DEF INSURANCE COMPANY

INSURER B: GHI INSURANCE COMPANY

INSURER C: JKL INSURANCE COMPANY

INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL</th>
<th>SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YY)</th>
<th>POLICY EXP (MM/DD/YY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>GENERAL LIABILITY</td>
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<td>1/1/17</td>
<td>1/1/18</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>CLAIMS MADE</td>
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<td></td>
<td></td>
<td></td>
<td>2,000,000</td>
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<tr>
<td></td>
<td>OCCUR</td>
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<td>PREMISES (La Occurrence)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>A</td>
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<td>X</td>
<td>A1234</td>
<td>1/1/17</td>
<td>1/1/18</td>
<td>COMBINED SINGLE LIMIT</td>
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<td></td>
<td>ALL OWNED Autos</td>
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<td>(Ea Accident)</td>
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<td>SCHEDULED Autos</td>
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<td>BODILY INJURY (Per person)</td>
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<td>HIRED Autos</td>
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<td>BODILY INJURY (Per Accident)</td>
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<td>NON-OWNED Autos</td>
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<td>PROPERTY DAMAGE (Per Accident)</td>
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<td></td>
<td>B3456</td>
<td>1/1/17</td>
<td>1/1/18</td>
<td>EACH OCCURRENCE</td>
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<td>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>B3456</td>
<td>1/1/17</td>
<td>1/1/18</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
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<td>C</td>
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<td>1/1/18</td>
<td>$2,000,000 EACH OCCURRENCE AND AGGREGATE</td>
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<td>C1239</td>
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<td></td>
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<td>$2,000,000 PER LOSS AND AGGREGATE</td>
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<td>EQUAL TO COMPLETED VALUE OF THE PROJECT</td>
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</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

PLEASE INCLUDE SIGNED ENDORSEMENTS

INCLUDE XCU COVERAGE (if applicable)

INCLUDE RFP NUMBER AND NAME: RFP # XX-XXX, Project Description

THE VILLAGE OF PLAINFIELD, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE COVERED AS ADDITIONAL INSUREDS ON THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES.

THE COMMERCIAL GENERAL LIABILITY INSURANCE WILL BE PRIMARY INSURANCE AND NOT CONTRIBUTE WITH THE VILLAGE’S INSURANCE OR SELF INSURANCE. THE WORKERS’ COMPENSATION POLICY SHALL BE ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE VILLAGE FOR ALL WORK PERFORMED BY THE PROPOSER, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS.

CANCELLATION

VILLAGE OF PLAINFIELD
24401 W. Lockport Street
Plainfield IL 60544
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
**Policy Number:**

**Commercial General Liability**

**CG 20 10 07 04**

**This Endorsement Changes the Policy. Please Read It Carefully.**

**Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization**

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

**Schedule**

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) or Organization(s):</th>
<th>Location(s) of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured**

- Section II is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1) The additional insured is a Named Insured under such other insurance; and

2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not “seek contribution” from any other insurance available to the additional insured.
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.